

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Building Material Local 786 I.B.T. Pension Fund and Michael Yauger, Trustee,)	
)	
Plaintiffs,)	No. _____
)	
v.)	Judge _____
)	
H. J. Mohr & Sons Company, an Illinois corporation,)	Magistrate _____
Defendant.)	
)	

COMPLAINT

NOW COME Plaintiffs, BUILDING MATERIAL LOCAL 786 I.B.T. PENSION FUND and MICHAEL YAUGER, Trustee, by and through their attorney, ANTHONY PINELLI, and complain against Defendant, H. J. MOHR & SONS COMPANY, as follows:

1. (a) Jurisdiction of this case is based upon §301 of the *National Labor Relations Act*, 29 U.S.C. §185(a), *as amended*.

(b) Jurisdiction of this cause is based upon §502 of the *Employee Retirement Security Act of 1974*, 29 U.S.C. §§ 1132, 1145 (“E.R.I.S.A.”), *as amended*.

2. Venue is founded pursuant to 29 U.S.C. § 1132(e)(2) in this District where the Fund, as described in Paragraph 3, is administered.

3. (a) The Plaintiffs in this case are the BUILDING MATERIAL LOCAL 786 I.B.T. PENSION FUND (“Fund”) and MICHAEL YAUGER, Trustee and Fiduciary of the Fund (“Trustee”), and have standing to bring this suit pursuant to 29 U.S.C. §1132(d)(1), to sue pursuant to 29 U.S.C. §1132(d)(1).

(b) The Fund has been established pursuant to collective bargaining agreements previously entered into between the Teamsters Local Union 786 (the “Union”) and Defendant.

(c) The Fund is maintained and administered in accordance with and pursuant to the provisions of the *National Labor Relations Act, as amended*, and other applicable state and federal laws, and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Fund.

4. Defendant H. J. MOHR & SONS COMPANY (“H. J. Mohr”) is an Illinois corporation organized under the laws of the State of Illinois and other states with its principal place of business located in Oak Park, Illinois. It is engaged in interstate commerce within the meaning of the National Labor Relations Act and is an employer as defined by E.R.I.S.A. 29 U.S.C. 1002(5).

5. Since 2013, H. J. Mohr has entered into a collective bargaining agreement with the Union pursuant to which it is required to make periodic contributions to the Fund on behalf of certain of its employees for retirement benefits. The contributions are due for each week in which a covered employee performs work on any two (2) days.

6. By virtue of certain provisions contained in the collective bargaining agreement, H. J. Mohr is bound by the Trust Agreement establishing the Fund.

7. Under the terms of the collective bargaining agreement and Trust Agreement to which it is bound, H. J. Mohr is required to make contributions to the Fund on behalf of its employees and, when given reasonable notice by Plaintiffs or their assigns, to pay delinquency charges and interest on overdue contributions.

8. Since January of 2014, H. J. Mohr has failed to remit certain contributions to the Fund and is delinquent in the amount of \$88,000.00 to the Pension Fund.

WHEREFORE, Plaintiffs pray for relief as follows:

- A. This Court enter judgment in the amount of all contributions owed, as well as additional amounts deemed appropriate.
- B. This Court enjoin H. J. MOHR & SONS COMPANY, an Illinois corporation, from violating the terms of the collective bargaining agreement and Trust Agreement by failing to make timely payments to the Fund and be ordered to resume making those payments
- C. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%.
- D. The Court grant such equitable relief as it believes to be proper.

DATED this 6th day of October, 2014.

Respectfully submitted,

s/Anthony Pinelli

ANTHONY PINELLI

Attorney for Plaintiffs

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